

SCHEDULE 1

DELIVERY CONDITIONS

1. CONDITION OF AIRFRAME AND ENGINES

On the Delivery Date, as a condition to Lessee's obligation to accept delivery of the Aircraft, subject to the provisions of Schedule 3 to the ALST, the Aircraft will be in compliance with the summary specification attached as Annex 1 to this Schedule 1 and:

1.1 General Condition

- (1) Be in good operating condition and be clean by scheduled passenger airline standards, and all structural damage shall have been repaired to a permanent standard;
- (2) Be in FAA Condition;
- (3) Have, and be in compliance with, a valid export certificate of airworthiness to the Lessee Jurisdiction issued by the Previous Operator's aviation authority;
- (4) Have zero time in commercial service since the last due "C" check and be cleared of all required tasks, items and lower checks (including any sampling, and regardless of any sampling program applied by the Previous Operator) due prior to the next scheduled "C" check in accordance with the MPD;
- (5) Have had accomplished all outstanding FAA and EASA ADs due within 120 days after the Delivery Date;
- (6) Subject to Lessee providing the requisite drawings and engineering at least 120 days prior to the Scheduled Delivery Date, be painted in Lessee's livery or, if such drawings and engineering are not provided in such timeframe, be painted white;
- (7) Have all signs and decals clean, secure and legible;
- (8) All logos and branding from Previous Operator shall be removed;
- (9) Have no open, deferred, continued, carry over or placarded log book items;
- (10) Be in a configuration in accordance with the LOPA attached as Annex 3 to this Schedule 1, with lower deck crew rest area and Zodiac Rave IFE system installed; and
- (11) Be in compliance with the configuration requirements of the aircraft-specific CMP document issued by the Airframe Manufacturer for ETOPS operations up to 180 minutes.

1.2 Components

- (1) Each Hard Time Component (other than the APU) shall have not less than 3,500 Airframe Flight Hours and 2,500 Airframe Flight Cycles of life remaining to the next scheduled removal in accordance with the MPD and shall be supported by appropriate certification documentation indicating date of installation and Airframe Flight Hours and Airframe Flight Cycles since the last overhaul or other equivalent restorative action as indicated by the MPD, such as EASA form 1 or FAA form 8130-3;

- (2) Each calendar-limited component including safety equipment will have not less than 15 months remaining to the next scheduled removal in accordance with the MPD;
- (3) Each “on-condition” and “condition-monitored” component will be serviceable;
- (4) The installed components as a group will have an average of total flight time since new of not more than that of the Airframe; and
- (5) Each Airframe Life-Limited Part will have not less than 3,500 Airframe Flight Hours and 2,500 Airframe Flight Cycles remaining to next scheduled removal and will be supported by Back-to-Birth Traceability.

1.3 Engines

Each Engine will be installed on the Aircraft and comply with the following:

- (1) Each Engine will have not less than 3,500 Engine Flight Hours expected life remaining to the next expected Engine Basic Shop Visit and each Engine Life-Limited Part shall have not less than 2,500 Engine Flight Cycles of life remaining. The expected life remaining of each Engine will be determined by a review by Lessor and Lessee of the engine in-service operating history, SAGE in-flight monitoring (particularly in respect of EGT and any abnormal trends) and workscopes accomplished previously (particularly EGT margin and borescope findings), such information to be utilized in reference to industry experience, the Engine Manufacturer and the average deterioration rate of similar engines in the Previous Operator’s fleet in assessing the expected remaining life of the Engine;
- (2) Each Engine shall have just completed at the Delivery Location a hot (including combustion chamber) and cold section video borescope inspection, which inspection shall be performed at Lessor’s expense, and a power assurance run performed at Lessor’s expense in accordance with the Previous Operator’s maintenance program and any defects discovered in such inspections which exceed the Engine Manufacturer’s in-service limits shall be corrected at Lessor’s expense. No Engine shall be on “watch” for any reason requiring any special or out of sequence inspection. All items beyond the Engine Manufacturer’s in-service limits shall be repaired;
- (3) Each Engine will have no defect which places a restriction of less than 3,500 Engine Flight Hours or 2,500 Engine Flight Cycles of remaining life pursuant to the Engine Manufacturer’s or airworthiness requirements until removal.

1.4 Fuselage, Windows and Doors

- (1) The fuselage will be free of major dents and abrasions, loose or pulled or missing rivets and all structural repairs shall be permanent repairs (except to the extent Lessor and the Previous Operator shall have agreed that effecting such permanent repairs is impractical or uneconomical);
- (2) Windows will be free of crazing (except to the extent the Airframe Manufacturer’s maintenance manual establishes in-service limits, in which case such limits shall be observed) and will be properly sealed and any blemishes and delamination shall be within the Airframe Manufacturer’s in-service limits; and
- (3) Doors will be free moving, correctly rigged and be fitted with serviceable seals.

1.5 Wings and Empennage

- (a) Leading edges will be substantially free from damage and any repairs shall be to a permanent standard;
- (b) In relation to the structural damage observed on the wing upper surface during the preliminary inspection of the Aircraft, such damage will be assessed and repaired to a permanent standard in accordance with the Airframe Manufacturer's structural repair manual or Airframe Manufacturer instructions prior to the Delivery Date. Lessor shall use reasonable efforts to allow Lessee to witness and be present during the damage assessment and repair works, and Lessor shall provide Lessee with all supporting documents of such repairs, including Airframe Manufacturer approval; and
- (c) Unpainted surfaces will be polished.

1.6 Interior and Cockpit

- (1) Carpets and seat covers will be in good condition, clean and free of stains and meet FAR fire resistance regulations.
- (2) All seats will be in good condition, free of cracks, dents and without functional limitations.
- (3) Galleys will have all components in good and serviceable condition.
- (4) Lavatories will be clean and serviceable.

1.7 Landing Gear; Wheels and Brakes

- (1) The Landing Gear and wheel wells will be clean, free of leaks and repaired as necessary;
- (2) Each installed Landing Gear shall have no more Airframe Flight Cycles accumulated than the Airframe and in any event not less than 4,000 Airframe Flight Hours, 3,000 Airframe Flight Cycles and 18 months to the next scheduled removal in accordance with the MPD; and
- (3) The wheels and brakes will have not less than half of their useful life remaining.

1.8 APU

The APU shall have just completed a borescope inspection at Lessor's expense and shall meet all air outputs and temperature limitations under load in accordance with the Airframe Manufacturer's maintenance manual, and any defects discovered in such inspection, which exceed the APU manufacturer's in-service limits, shall be corrected at Lessor's expense. The APU will have no more than 2,500 APU Hours consumed since its last gas path refurbishment.

1.9 Corrosion

- (1) The Aircraft shall be in compliance with the Airframe Manufacturer's corrosion prevention and control program (CPCP) requirements;
- (2) The entire fuselage will be substantially free from corrosion and will be adequately treated in accordance with the Airframe Manufacturer's structural repair manual; and
- (3) Fuel tanks will be free from leaks, contamination and corrosion outside of the Airframe Manufacturer's in-service limits.

1.10 Service Bulletin Kits

All free of charge service bulletins for which kits have been received by the Previous Operator for the Aircraft shall be provided to Lessee.

1.11 Incident Statements

The Aircraft will be delivered with any accident and incident reports or, if none, a signed statement from the Previous Operator confirming that none of the Aircraft, the Engines and the APU has been involved in any accident or incident during its lease term.

1.12 Mood Lighting System

The Aircraft will be delivered with a Bruce mood lighting system, subject to the following: (1) Lessor shall invoice Lessee, with supporting documentation, for the cost of procuring the relevant components and engineering; (2) Lessee shall pay such invoice within 10 Business Days of receipt; (3) following receipt of such payment from Lessee, Lessor shall procure the relevant components, engineering and installation of such system; and (4) following such installation, Lessee shall reimburse Lessor promptly on demand for the cost of such installation. For the avoidance of doubt, if the invoice referred to in clause (2) above is not paid within 10 Business Days of receipt, Lessor shall have no obligation to procure the components, engineering or installation of such system and this Section 1.12 shall no longer apply.

2. AIRCRAFT DOCUMENTATION

On the Delivery Date, as a condition to Lessee's obligation to accept delivery of the Aircraft, subject to the provisions of Schedule 3 to the ALST, Lessor will deliver to Lessee at the Delivery Location the Delivery Documentation. Lessor will ensure that the Delivery Documentation provided to Lessee will be in the English language (to the extent noted in Annex 2 to this Schedule 1), in good condition, readable and capable of being reproduced using standard reproduction processes and otherwise will have been maintained in accordance with the requirements of the FAA. In addition, Lessor will provide Lessee with a complete copy of the Previous Operator's Maintenance Program.

3. WARRANTIES

With effect from the Delivery Date and for the period of the Lease Term, Lessor will make available to Lessee without recourse and without representations or warranties of any kind, and authorize Lessee to exercise, such rights as Lessor may have under any warranty with respect to the Aircraft, any Engine or any Part made by any manufacturer, vendor, storage company, sub-contractor or supplier, to the extent that the same may be made available to Lessee and subject to any terms and conditions set forth in the relevant agreement with the relevant manufacturer, vendor, storage company, subcontractor or supplier including any necessary consents.

4. DISCLAIMER

Lessee confirms that it has read and agrees with the DISCLAIMER set forth in Section 4 of Schedule 3 to the ALST.

**ANNEX 2 TO
SCHEDULE 1**

DELIVERY DOCUMENTATION

A. CERTIFICATES

1. Certificate of Airworthiness (on board Aircraft)
2. Current Aircraft Registration Certificate (on board Aircraft)
3. Export Certificate of Airworthiness to Argentina (English)
4. Radio Station License
5. Notification of deregistration from the Previous Operator's state of registration

B. AIRCRAFT STATUS SUMMARIES IN ENGLISH

Each status summary shall be certified by the Previous Operator as being an accurate representation of aircraft status at return from the Previous Operator.

1. Aircraft record of flight time and cycles
2. Airworthiness directive applicability and compliance report (English)
3. Aircraft Manufacturer service bulletin compliance report (English)
4. List of modifications incorporated (English)
5. List of all major repairs and all external structural repairs (with diagram ("map") showing general size, location and approval reference of each external repair (English)
6. List of major alterations and STCs incorporated or statement of no major alternations of STCs incorporated (English)
7. List and status of life-limited components (English) with Back-to-Birth Traceability.
8. A and C-check/inspection history and current status (English) including sampling program.
9. List and current status of time-controlled components (English)
10. Serialized on-condition/condition monitored components inventory of installed units (English)
11. List of deferred maintenance items (or, if no DMI, MEL or COL items are "open" at return from the Previous Operator, a signed statement to that effect from the Previous Operator) (English)
12. List and status of any out-of-phase checks, special inspection requirements, sampling program and time limited repairs (or, if none exist or if requirements are incorporated into aircraft status reports, then a signed statement to that effect from the Previous Operator) (English)
13. Maintenance Program Status in accordance with the MPD, including Sampling Program (Including cross reference between Manufacturer MPD Task Card N° and Previous Operator Task Card N° if different).

C. AIRCRAFT MAINTENANCE RECORDS

Airframe inspection, maintenance, modification, and repair documents with maintenance and/or inspection signatures (as required) and description of work done.

1. Aircraft flight log sheets (minimum of last 12 months; last 6 months in English)
2. Last A, C and Airframe Heavy Checks complete cycle including sampling program (in the event that a check is performed in phases; all phases necessary to constitute a complete block check are required. In the event that check content varies by multiples of the check, all multiples necessary to constitute a complete cycle are required.) (English)
3. Country of manufacture airworthiness directive (Including AMOCs if any), and all service bulletin and modification compliance documents including engineering orders, drawings, task cards, instructions for continued airworthiness, etc., as necessary to establish method of compliance, quality control acceptance, and approval authority. All major modifications must be approved by EASA and/or FAA.

4. Dirty finger print documents for all major repairs and all external structural repairs, including repair description, location and approval support documents as applicable (SRM, RDAS, 8110-3, etc.).
5. Documentation of major repairs, not covered by the Structural Repair Manual, and alterations including engineering orders, drawings, FAA form 8110s, supplemental type certificates, master change notice, etc., as necessary to define work done, certification basis, instructions for continued airworthiness and approval authority (English)
6. Aircraft weighing report (English)
7. Last test flight reports, if any (English)
8. X-Ray inspection findings (pictures/ film), if any
9. Valid compass deviation card (English)
10. Last Release to Service from A and/or C Check.

D. AIRCRAFT HISTORY RECORDS

1. Accident and incident reports (or, if none, a signed statement from the Previous Operator) (English)
2. Airframe log book(s) (English)

E. ENGINE RECORDS (for each engine) in English

Each status summary shall be certified by the Previous Operator as being an accurate representation of engine status at return from the Previous Operator.

1. Certified statement as to following:
 - Engine Flight Hours and Engine Flight Cycles since new
 - Engine Flight Hours and Engine Flight Cycles since overhaul on each engine module
 - Engine Flight Hours and Engine Flight Cycles in the Previous Operator's operation
2. Engine log book (record of installation and removal and accumulated flight time and cycles) including all thrust rates used throughout the engine life.
3. Last certified test cell run
4. Airworthiness directive applicability and compliance report
5. Current manufacturer modification and service bulletin status
6. List of modifications incorporated by the Previous Operator, if any
7. List of major repairs and alterations by the Previous Operator, if any
8. List and current status of life-limited components and Group "A" Life-Limited Parts
9. Accessory Status as listed in the Engine Log Book
10. Last overhaul EASA Form 1 or FAA 8130-3 tags (or copies), to the extent available, for each of the accessories
11. Repair, overhaul and inspection documents including FAA Forms 337 for each Engine shop visit (minimum acceptable is Engine shop visit history through last heavy shop visit and if different, last overhaul of each module)
12. Engine condition monitoring report for complete operation of the Previous Operator
13. Most recent certified engine borescope (if videotaped, copy include copy of video)
14. Most recent fuel, oil sampling, magnetic chip detector and vibration survey results (as available)
15. Most recent on-wing ground performance run
16. Engine Manufacturer delivery documents (i.e. log books, Engine Data Submittal)
17. Engine oil used (i.e. brand of oil used)
18. Any incidents during operation since last Engine shop visit with action taken i.e. IFSD/FOD oil loss etc.
19. Documents demonstrating installation and Back-to-Birth Traceability for each Life-Limited Part including Non Incident/Incident Statement for each part for all installation periods.
20. Engine Condition Monitoring Report for complete operation of transferring operator
21. Most recent certified engine borescope (if videotaped, copy include copy of video)
22. Most recent fuel, oil sampling, magnetic chip detector and vibration survey results (as available)
23. Most recent on-wing ground performance run
24. Manufacturer delivery documents (i.e. log books)

25. Engine Oil used (i.e. brand of oil used)
26. Any incidents during operation since last Engine Shop Visit with action taken i.e. IFSD/FOD, oil loss etc.

F. APU RECORDS in English

Each status summary shall be certified by the Previous Operator as being an accurate representation of APU status at return from the Previous Operator.

1. Certified statement as to following:
 - APU Hours since new
 - APU Hours since overhaul
 - APU Hours since hot section inspection
 - Previous Operator's method for APU time accrual
2. APU master record (record of installation and removal and accumulated time and cycles)
3. Airworthiness directive applicability and compliance report
4. Current manufacturer service bulletin status
5. List of modifications incorporated by the Previous Operator, if any
6. Certified and updated APU log book from new (with manufacturer delivery documents)
7. Repair, overhaul and inspection documents including FAA Forms 337 (minimum acceptable is shop visits through last HSI and last overhaul)
8. Documents demonstrating installation and Back-to-Birth Traceability for each Life-Limited Part including Non Incident/Incident Statement for each part for all installation periods.
9. Reason for last APU removal, removal paperwork and date of APU removal
10. Last certified test cell run

G. COMPONENT RECORDS

1. Time-controlled component installation records and certified records of last overhaul in the form of either EASA form 1 or FAA 8130 (English)
2. Documents demonstrating installation and Back-to-Birth Traceability for each Life-Limited Part (English)
3. Installation records and serviceable tags for on-condition/condition monitored components including either EASA form 1 or FAA 8130 (English)
4. Documents as required to meet the component requirements listed in the ALS.

H. MISCELLANEOUS TECHNICAL DOCUMENTS

1. Maintenance program specifications (English)
2. Interior configuration drawings (LOPA and emergency equipment locations) (English) with approval support documentation (EASA or FAA).
3. Airframe Manufacturer inspection report delivery documents and final report.
4. Loose equipment inventory (English)
5. Cabin material burn test documents showing compliance with FAR/CS 25.853
6. Flight data recorder - print of last read-out and rectification support documents for any discrepancies found and last functional check
7. Cockpit Voice Recorder last functional check
8. No Free of Charge Kits Statement (or Free of Charge kits provided if any).
9. FAR 91.413 and 91.411 records (within last 2 years).
10. Currently installed Software Status and software copies of all loadable software.
11. Cockpit Door Default coding record.
12. Aircraft keys (LDMCR, Galleys if any) and statement of keys delivered.

I. LANDING GEAR RECORDS

1. Approved release to service certificate for major assemblies on each gear
2. Approved Life-Limited Part status for each gear with Back-to-Birth Traceability including current accumulated life and limit, in accordance with ALS Requirements and Non Incident/Incident Statement for complete life installations.
3. Last shop visit report (OH)

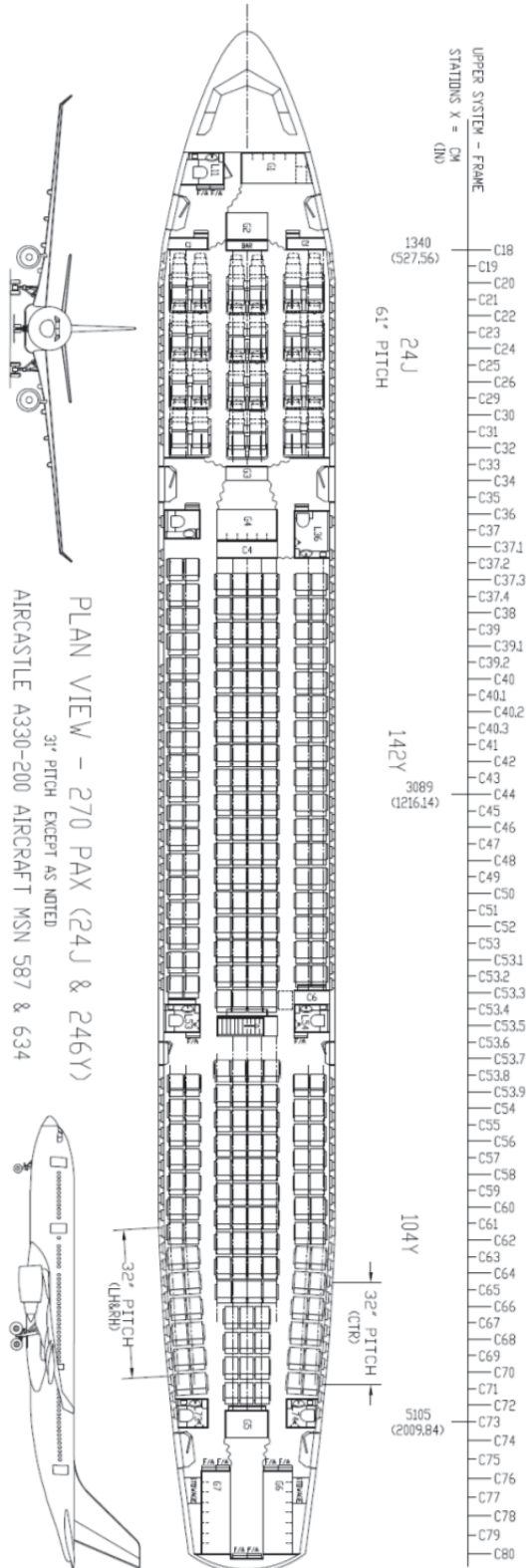
J. MANUALS

Each manual to be updated to its last available revision, and including all updates and supplements required by any alteration incorporated throughout the airplane operation.

1. AFM
2. FCOM
3. QRH
4. Weight & Balance Manual
5. Maintenance Manuals (AMM, AIPC, TSM, SRM, etc.)
6. ETOPS CMP (Envelope and Specific)
7. Seats CMM
8. Galleys CMM, if available
9. Galley Inserts CMM, if available
10. LDMCR CMM, if available
11. ELT CMM, if available

**ANNEX 3 TO
SCHEDULE 1**

LOPA



SCHEDULE 2

RETURN CONDITIONS

1. CONDITION OF AIRFRAME AND ENGINES

On the last day of the Lease Term, the Aircraft will conform to the configuration of the Aircraft, and with all equipment installed as, on the Delivery Date (as described in Schedule 1 to the Aircraft Lease Agreement), except as changed in a manner either required or permitted pursuant to any Operative Document (including having the modifications described in Section 1.3.4 of Schedule 2 to the ALST reversed by Lessee) and will, except as may be waived in whole or in part by Lessor in its sole discretion:

1.1 General Condition

- (1) Be in good operating condition and be clean by scheduled passenger airline standards, and all structural damage shall have been repaired to a permanent standard;
- (2) Be in FAA Condition (provided that, for the avoidance of doubt, the Aircraft shall not be required to comply with FAR 121.1117 flammability reduction requirements if not so equipped at delivery);
- (3) Have been deregistered immediately prior to Return from all relevant aircraft registries, and notice of deregistration by the Aviation Authority will have been sent to an aviation authority designated by Lessor; have, and be in compliance with, a valid export airworthiness certificate (or its equivalent) to a country to be designated by Lessor; and have, and be in compliance with, all necessary export certificates, import licenses and certificates and other documents and requirements allowing for immediate export of the Aircraft from the State of Registration, the Return Location jurisdiction and the Lessee Jurisdiction;
- (4) At Lessor's option, (a) have undergone, immediately prior to redelivery, the next due Airframe Heavy Check (including any sampling, and regardless of any sampling program applied by Lessee) or (b) Lessee shall compensate Lessor for the cost of performing such Airframe Heavy Check, and in the case of (b) Lessor will discuss in good faith waiving (and, where applicable, accepting compensation in lieu of) certain other Return Conditions that would normally be accomplished in connection with such Airframe Heavy Check;
- (5) Have had accomplished all outstanding FAA and EASA ADs due during the Lease Term or within 120 days after Return;
- (6) At Lessor's option, (a) subject to the Follow-On Operator providing the requisite drawings and engineering at least 120 days prior to Return, be stripped and painted in the Follow-On Operator's livery or, if such drawings and engineering are not provided in such timeframe, be stripped and painted white or (b) Lessee shall compensate Lessor for the cost of stripping and painting the Aircraft;
- (7) Have all signs and decals clean, secure and legible, in bilingual Spanish-English as required by the Aviation Authority;
- (8) Have no open, deferred, continued, carry over or placarded log book items;
- (9) Have been operated, maintained and repaired in accordance with the Aircraft Lease Agreement and have all the same capabilities as on the Delivery Date;

- (10) Be free of all Liens other than Lessor Liens and not have installed thereon any equipment, components and/or parts which are leased or loaned or otherwise owned by Lessee or a third party; and
- (11) Be in compliance with the configuration requirements of the aircraft-specific CMP document issued by the Airframe Manufacturer for ETOPS operations up to 180 minutes.

1.2 Components

- (1) Each Hard Time Component (other than the APU) shall have not less than 3,500 Airframe Flight Hours and 2,500 Airframe Flight Cycles of life remaining to the next scheduled removal in accordance with the MPD and shall be supported by appropriate certification documentation indicating date of installation and Airframe Flight Hours and Airframe Flight Cycles since the last overhaul or other equivalent restorative action as indicated by the MPD, such as EASA form 1 or FAA form 8130-3;
- (2) Each calendar-limited component including safety equipment will have not less than 15 months remaining to the next scheduled removal in accordance with the MPD;
- (3) Each “on-condition” and “condition-monitored” component will be serviceable;
- (4) The installed components as a group will have an average of total flight time since new of not more than that of the Airframe; and
- (5) Each Airframe Life-Limited Part will have not less than 3,500 Airframe Flight Hours and 2,500 Airframe Flight Cycles remaining to next scheduled removal and will be supported by Back-to-Birth Traceability.

1.3 Engines

Each Engine will be installed on the Aircraft and comply with the following:

- (1) Each Engine will have not less than 3,500 Engine Flight Hours expected life remaining to the next expected Engine Basic Shop Visit and each Engine Life-Limited Part shall have not less than 2,500 Engine Flight Cycles of life remaining. The expected life remaining of each Engine will be determined by a review by Lessor and Lessee of the engine in-service operating history, SAGE in-flight monitoring (particularly in respect of EGT and any abnormal trends) and worksopes accomplished during the Lease Term (particularly EGT margin and borescope findings), such information to be utilized in reference to industry experience, the Engine Manufacturer and the average deterioration rate of similar engines in Lessee’s fleet in assessing the expected remaining life of the Engine;
- (2) Each Engine shall have just completed at the Return Location a hot (including combustion chamber) and cold section video borescope inspection, which inspection shall be performed at Lessee’s expense, and a power assurance run performed at Lessee’s expense in accordance with the Lessee’s Maintenance Program and any defects discovered in such inspections which exceed the Engine Manufacturer’s in-service limits shall be corrected at Lessee’s expense. No Engine shall be on “watch” for any reason requiring any special or out of sequence inspection. All items beyond the Engine Manufacturer’s in-service limits shall be repaired;
- (3) Each Engine will have no defect which places a restriction of less than 3,500 Engine Flight Hours or 2,500 Engine Flight Cycles of remaining life pursuant to the Engine Manufacturer’s or airworthiness requirements until removal.

1.4 Fuselage, Windows and Doors

- (1) The fuselage will be free of major dents and abrasions, loose or pulled or missing rivets and all structural repairs shall be permanent repairs (except to the extent Lessor and Lessee shall have agreed that effecting such permanent repairs is impractical or uneconomical);
- (2) Windows will be free of crazing (except to the extent the Airframe Manufacturer's maintenance manual establishes in-service limits, in which case such limits shall be observed) and will be properly sealed and any blemishes and delamination shall be within the Airframe Manufacturer's in-service limits; and
- (3) Doors will be free moving, correctly rigged and be fitted with serviceable seals.

1.5 Wings and Empennage

- (a) Leading edges will be substantially free from damage and any repairs shall be to a permanent standard; and
- (b) Unpainted surfaces will be polished.

1.6 Interior and Cockpit

- (1) Carpets and seat covers will be in good condition, clean and free of stains and meet FAR fire resistance regulations.
- (2) All seats will be in good condition, free of cracks, dents and without functional limitations.
- (3) Galleys will have all components in good and serviceable condition.
- (4) Lavatories will be clean and serviceable.

1.7 Landing Gear; Wheels and Brakes

- (1) The Landing Gear and wheel wells will be clean, free of leaks and repaired as necessary;
- (2) Each installed Landing Gear shall have no more Airframe Flight Cycles accumulated than the Airframe and in any event not less than 4,000 Airframe Flight Hours, 3,000 Airframe Flight Cycles and 18 months to the next scheduled removal in accordance with the MPD; and
- (3) The wheels and brakes will have not less than half of their useful life remaining.

1.8 APU

The APU shall have just completed a borescope inspection at Lessee's expense and shall meet all air outputs and temperature limitations under load in accordance with the Airframe Manufacturer's maintenance manual, and any defects discovered in such inspection, which exceed the APU manufacturer's in-service limits, shall be corrected at Lessee's expense. The APU will have no more than 2,500 APU Hours consumed since its last gap path refurbishment.

1.9 Corrosion

- (1) The Aircraft shall be in compliance with the Airframe Manufacturer's corrosion prevention and control program (CPCP) requirements;

- (2) The entire fuselage will be substantially free from corrosion and will be adequately treated in accordance with the Airframe Manufacturer's structural repair manual; and
- (3) Fuel tanks will be free from leaks, contamination and corrosion outside of the Airframe Manufacturer's in-service limits.

1.10 Service Bulletin Kits

Have all free of charge service bulletins for which kits have been received or manufactured by Lessee for the Aircraft, as of the commencement of the Final Inspection, installed thereon prior to Return (with all other such kits received by Lessee after such time to be shipped by commercial carrier to a location specified by Lessor) and, at Lessor's option, with all other service bulletin kits ordered by Lessee specifically for the Aircraft being provided to Lessor, subject to Lessor reimbursing to Lessee its cost for such kits.

1.11 Fuel and Oil

At Return, Lessor will pay to Lessee or Lessee will pay to Lessor (as the case may require) a cash adjustment in respect of the difference in fuel on board on the Delivery Date versus Return, at the then prevailing cost of fuel at the Return Location.

1.12 Incident Statements

The Aircraft will be returned with any accident and incident reports or, if none, a signed statement from Lessee confirming that none of the Aircraft, the Engines and the APU has been involved in any accident or incident during the Lease Term.

2. AIRCRAFT DOCUMENTATION

At Return, Lessee will deliver to Lessor at the Return Location the Aircraft Documentation. All Aircraft Documentation provided to Lessor at time of Return will be listed and included as an attachment to the Return Acceptance Certificate. Lessee will ensure that all Aircraft Documentation provided to Lessor will be in good condition, readable and capable of being reproduced using standard reproduction processes and otherwise will have been maintained in accordance with the requirements of the Operative Documents. In addition, Lessee will provide Lessor with a complete copy of Lessee's Maintenance Program.

3. WARRANTIES

At Return Lessee will assign to Lessor any remaining Airframe, Engine, Part or other warranties with respect to the Aircraft pursuant to a written agreement in form and substance satisfactory to Lessor, and Lessee will arrange for all necessary manufacturer and other vendor consents to such assignment or novation.

SCHEDULE 4

[INTENTIONALLY OMITTED]